AGREEMENT FOR PATRICK HENRY BUST

This Agreement (hereinafter called "Agreement"), dated as of the 4th day of June, 2013 is entered into by and between the City of Stockbridge, Georgia (hereinafter called the "City") and both Andy Davis and the Andy Davis Gallery and Studio (hereinafter "Contractor"). On occasion both entities shall be referred to as "Party" or "Parties."

WITNESSETH:

WHEREAS, the City desires to pay $10,000.00 towards the creation of a bronze life size or larger statue of Patrick Henry created by Andy Davis and the Andy Davis Gallery and Studio in collaboration with the other governmental units within Henry County; and

WHEREAS, the City desires to obtain a bronze bust statute of Patrick Henry (from the lapel upwards) created by Andy Davis in exchange for its payment towards the statue of Patrick Henry; and

WHEREAS, the Contractor has the ability and experience to create such artwork, and desires to provide the Patrick Henry bust to the City of Stockbridge in exchange for its payment towards the statue; and

NOW, THEREFORE, the parties hereto, for, and in consideration of their mutual promises, covenants, and agreements herein contained, do hereby mutually covenant, agree, and consent as follows:

SECTION ONE. WORK TO BE PERFORMED

The Contractor agrees to provide to the City of Stockbridge, Georgia, one life size or larger bust (from the lapel upwards) of Patrick Henry done in bronze within eighteen (18) months of the date of this contract. The bronze bust shall be produced exclusive of the marble base therefor, which will be furnished by the City. The Contractor further agrees to exert all reasonable efforts to obtain sufficient funding from the governmental units within Henry County to enable it to create a life size or larger statue of Patrick Henry for placement within Henry County for display for all citizens. Contractor further agrees that the statue, when produced, will include a plaque on the bottom of the statute referencing the City, and indicating that the City of Stockbridge, Georgia was instrumental in providing the funding necessary to allow creation of the statue. The Contractor will work with the City to obtain the marble necessary for the base of the bust.

SECTION TWO. PAYMENT

A. The City agrees to pay the Contractor the total amount of ten thousand dollars ($10,000.00) which will be credited towards the funds necessary to enable to Contractor to create the bronze Patrick Henry Statue.

B. The primary contact for the City as to this Agreement shall be City Manager David Milliron, or the then existing City Manager. Any communications or correspondence relating to this Agreement should be directed to the City Manager at City Hall.

SECTION THREE. WARRANTIES AND REPRESENTATIONS

A. The Contractor warrants and represents that to the best of its knowledge, no member, employee, officer, agent or official of the City, nor any member of their immediate family, has any interest direct or indirect, in this Agreement or any proceeds or benefits arising there from.

B. The Contractor warrants and represents that it is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or excluded from participation in this Agreement by any state or federal department or agency or the City and the Contractor shall not in the performance of this Agreement, knowingly enter into any contract with a person or entity who is debarred, suspended, proposed for debarment or suspension, or otherwise ineligible.

SECTION FOUR. MISCELLANEOUS

A. Nothing herein nor any actions of the parties shall be construed to create any agency relationship or joint venture between the City and the Contractor. The City is not an agent or representative of the Contractor and the Contractor is not an agent or representative of the City and neither may bind the other. The Contractor shall be solely responsible for procuring and providing all materials, and facilities (except as otherwise provided herein) necessary or incidental to the performance of the work described herein.

B. The Contractor is an independent contractor and its employees are not employees of the City. The Contractor is solely responsible for the conduct and control of the work to be completed as part of this Agreement. The Contractor is solely responsible for reporting and paying any required local, state and federal taxes relating to its payment hereunder.

C. This Agreement constitutes the entire agreement between the parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modifications of this Agreement shall be binding unless both parities agree to said modification in writing.

D. The parties expressly agree that the laws of the State of Georgia shall control in all instances involving the interpretation, construction and validity of this Agreement. In the event any portion part or portion of this Agreement is, for any reason, set aside or deemed unlawful, those lawful parts or portions shall survive and continue in full force and effect.

E. Time is of the essence in the performance of this Agreement.

F. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the City.

G. Neither failure nor delay on the part of the City to exercise any right, power or privilege under this Agreement shall be deemed to operate as continuing waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of additional rights, powers, or privileges. No waiver of any breach of any term, condition or covenant shall be construed as a continuing waiver of any subsequent breach hereunder.

H. This Contract in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution.

I. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract are deemed to be the sole responsibility of the Contractor for the purposes of all Worker's Compensation and insurance claims.

J. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.

K. Contractor agrees to indemnify, save and hold harmless, and defend the City, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of Contractor's operation and provisions of services, including but not limited to, reasonable attorney's fees and costs if such fees and costs are deemed necessary by the City.

L. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

M. This Agreement constitutes the entire Agreement and understanding among the parties hereto, and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.

N. The Parties acknowledge that they have mutually participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party herein or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; that the Parties at all times have had access to attorneys even if they voluntarily chose not to use the same in the negotiation of the terms of and the preparation and execution of this Agreement, and the Parties have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to its execution and delivery thereof; that no representations or warranties have been made on behalf of either party or relied on by either party pertaining to the subject matter of this Agreement, other than those that are set forth herein, and all prior statements,

representations and warranties, if any, are totally superseded and merged into this Agreement. The Parties agree that the terms of this Agreement were negotiated at arms length, and that this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any party upon any other party; and that the execution and delivery of this Agreement is the free and voluntary act of each party executing it.

O. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the compliance with the terms and provisions hereof, will not conflict with nor result in a breach of, nor be a default under any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the City is a party or by which it is bound or to which it is subject.

P. Should it prove impossible to construct the Patrick Henry statue as described here due to no fault of the Contractor, the Contractor shall timely deliver the bust as agreed herein, and provide written evidence to the City of its efforts to raise sufficient funds to construct the statue.

IN WITNESS WHEREOF, the parties have hereunder duly executed this Agreement on this day and year first written above.

CITY OF STOCKBRIDGE, GEORGIA

(SEAL)

Mark A. Alarcon

Mayor Mark A. Alarcon

ATTEST:

Rhonda A. Blackmon

Rhonda A. Blackmon, City Clerk

APPROVED AS TO FORM:

William J. Linkous, III

William J. Linkous, III, City Attorney

KIMBERLY BARNETT
NOTARY
EXPIRES
GEORGIA
MARCH 22, 2014
PUBLIC
HENRY COUNTY

Kimberly Barnett

KIMBERLY BARNETT
NOTARY
PUBLIC
HENRY COUNTY
GEORGIA
EXPIRES
MARCH 22, 2018

Andy Davis Gallery and Studio

(SEAL)

By:_____
Andy Davis, Owner

ATTEST:

_____
Corporate Secretary

Andy Davis

_____
Andy Davis

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